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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK
EXECUTION COPY

Prepared By:

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: Robert C. Graham III
(314) 621-5070

INDEXING INSTRUCTIONS: LOT 1 OF DRURY
SUBDIVISION, PLAT BOOK 71 PAGE 20, IN S36
T1S, R8W, HORN LAKE, DESOTO COUNTY,
MISSISSIPPI

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment"), is made and entered into as of January 23, 2008, by **DRURY DEVELOPMENT CORPORATION**, a Missouri corporation, having its principal address at 8315 Drury Industrial Parkway, St. Louis, Missouri 63114 ("Borrower" or "Grantor") to and for the benefit of **JACKSON NATIONAL LIFE INSURANCE COMPANY**, a Michigan corporation, its successors and assigns, as beneficiary ("Lender" or "Grantee").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement dated March 1, 2005 (as amended by the First Modification Agreement (as hereinafter defined), the "Loan Agreement"), Lender has loaned to Borrower a loan in the original principal amount of Fifty Three Million and No/100 Dollars (\$53,000,000.00) ("Loan A");

WHEREAS, Loan A is evidenced by that certain Promissory Note dated March 1, 2005, executed by Borrower and payable to the order of Lender in the principal amount of Loan A ("Note A");

WHEREAS, the following documents, among others, secure the repayment of Loan A: (i) a Deed of Trust, Security Agreement and Financing Statement dated March 1, 2005, and recorded in Book 03072005 Page 0225 of the Office of the Recorder of Deeds of the City of St. Louis, Missouri (the "St. Louis City Recorder's Office"), executed by Borrower and granting to Lender a first lien and/or security interest in certain real property and personal property, fixtures and equipment located in the City of St. Louis, Missouri (collectively, the "Missouri Property"), as amended by that certain First Amendment to Deed of Trust, Security Agreement and Financing Statement dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the St. Louis City Recorder's Office (as amended, the "Missouri Mortgage"); (ii) an Assignment of Leases and Rents dated March 1, 2005, and recorded in Book 03072005 Page 0226 of the St. Louis City Recorder's Office, executed by Borrower and assigning to Lender the leases, rents and profits from the Missouri Property, as amended by that certain First Amendment to Assignment of Leases and Rents dated as of even date

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herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the St. Louis City Recorder's Office (as amended, the "Missouri Assignment"); (iii) a Deed of Trust, Security Agreement and Financing Statement dated March 1, 2005, and recorded in Book 1892 Page 055 and Book 1898 Page 0019 in Office of the County Clerk of Madison County, Mississippi (the "Madison County Recorder's Office"), executed by Borrower and granting to Lender a first lien and/or security interest in certain real property and personal property, fixtures and equipment located in the County of Madison, Mississippi (collectively, the "Madison County, Mississippi Property"), as amended by that certain First Amendment to Deed of Trust, Security Agreement and Financing Statement dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the Madison County Recorder's Office (as amended, the "Madison County, Mississippi Mortgage"); (iv) an Assignment of Leases and Rents dated March 1, 2005, and recorded in Book 1892 Page 072 and Book 1898 Page 0037 in the Madison County Recorder's Office, executed by Borrower and assigning to Lender the leases, rents and profits from the Madison County, Mississippi Property, as amended by that certain First Amendment to Assignment of Leases and Rents dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the Madison County Recorder's Office (as amended, the "Madison County, Mississippi Assignment"); (v) a Deed of Trust, Security Agreement and Financing Statement dated March 1, 2005, and recorded in Book 2,173 Page 1 and Book 2,186 Page 551 in the Office of the County Clerk of DeSoto County, Mississippi (the "DeSoto County Recorder's Office"), executed by Borrower and granting to Lender a first lien and/or security interest in certain real property and personal property fixtures and equipment located in the County of DeSoto, Mississippi (collectively, the DeSoto County, Mississippi Property"), as amended by that certain First Amendment to Deed of Trust, Security Agreement and Financing Statement dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the DeSoto County Recorder's Office (as amended, the "DeSoto County, Mississippi Mortgage"); (vi) an Assignment of Leases and Rents dated March 1, 2005, and recorded in ~~Book 107~~ Page 382 and ~~Page 107~~ Page 711 in the DeSoto County Recorder's Office, executed by Borrower and assigning to Lender the leases, rents and profits from the DeSoto County, Mississippi Property, as amended by that certain First Amendment to Assignment of Leases and Rents dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the DeSoto County Recorder's Office (as amended, the "DeSoto County, Mississippi Assignment"); (vii) a Mortgage, Security Agreement and Financing Statement dated March 1, 2005, and recorded as document 2005R00007374 in the Vanderburgh County, Indiana Office of the Recorder of Deeds (the "Vanderburgh County Recorder's Office"), executed by Borrower and granting to Lender a first lien and/or security interest in certain real property and personal property, fixtures and equipment located in the County of Vanderburgh, Indiana (collectively, the "Indiana Property"), as amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the Vanderburgh County Recorder's Office (as amended, the "Indiana Mortgage"); (viii) an Assignment of Leases and Rents dated March 1, 2005, and recorded as document 2005R00007375 in the Vanderburgh County Recorder's Office, executed by Borrower and assigning to Lender the leases, rents and profits from the Indiana Property, as amended by that certain First Amendment to Assignment of Leases and Rents dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the Vanderburgh County Recorder's Office (as amended, the "Indiana Assignment"); (ix) a Deed of Trust, Security Agreement and Financing Statement dated March 1, 2005, and recorded as document 20050308-0025584 in the Office of the Register for Davidson County, Tennessee (the "Davidson County Recorder's Office"), executed by Borrower and granting to Lender a first lien and/or security interest in certain real property and personal property, fixtures and equipment located in the County of Davidson, Tennessee (collectively, the "Tennessee Property"), as amended by that certain First Amendment to Deed of Trust, Security Agreement and Financing Statement dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the Davidson County Recorder's Office (as amended, the "Tennessee Mortgage") (collectively, the Missouri Mortgage, the Madison County,

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Mississippi Mortgage, the DeSoto County, Mississippi Mortgage, the Indiana Mortgage and the Tennessee Mortgage are referred to herein as the "Mortgage"); and (x) an Assignment of Leases and Rents dated March 1, 2005, and recorded as document 20050308-0025585 in the Davidson County Recorder's Office, executed by Borrower and assigning to Lender the leases, rents and profits from the Tennessee Property, as amended by that certain First Amendment to Assignment of Leases and Rents dated as of even date herewith, executed by Borrower for the benefit of Lender and recorded on or about the date hereof in the Davidson County Recorder's Office (as amended, the "Tennessee Assignment") (collectively, the Missouri Assignment, the Madison County, Mississippi Assignment, the DeSoto County, Mississippi Assignment, the Indiana Assignment and the Tennessee Assignment are referred to herein as the "Assignment") (the Loan Agreement, Note A, the Mortgage, the Assignment, and all other documents evidencing, securing or otherwise related to Loan A are referred to herein as the "Loan Documents");

WHEREAS, Borrower has requested an additional loan from Lender in the principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) ("Loan B") (collectively, Loan A and Loan B are referred to herein as the "Loan"), which Loan B shall be evidenced by that certain Promissory Note B dated as of even date herewith in the original principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00), to be executed by Borrower and payable to the order of Lender (collectively, Note A and Note B are referred to herein as the "Note");

WHEREAS, the other Loan Documents are being amended as of even date herewith by that certain First Modification Agreement dated as of even date herewith, by and between Borrower and Lender (the "First Modification Agreement");

WHEREAS, Lender is the present holder of the Note, the Mortgage, the Assignment and the other Loan Documents; and

WHEREAS, Lender is willing to make Loan B to Borrower upon, among other things, the amendment of the Assignment as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, but subject to all the conditions and provisions contained in the Note, the Mortgage, the Assignment and the other Loan Documents, except as herein modified, Borrower hereby agrees to and with Lender and its successors and assigns as follows:

1. Borrower is the current owner of the DeSoto County, Mississippi Property, and there has not been any change in the title to the Real Estate since the date of the DeSoto County, Mississippi Assignment.

2. Amendments to DeSoto County, Mississippi Assignment. The DeSoto County, Mississippi Assignment is hereby amended as follows:

(i) Paragraph B. on page 1 is hereby amended by deleting it in its entirety and inserting the following in lieu thereof:

"Assignee has made a loan in the principal amount of Sixty-Eight Million and No/100 Dollars (\$68,000,000.00) to Assignor pursuant to a Loan Agreement dated March 1, 2005, as amended by a First Modification Agreement dated January __, 2008 (as amended, the 'Loan Agreement'). The Loan is evidenced by (i) that certain Promissory Note dated March 1, 2005, executed by Assignor and payable to the order of Assignee in the

principal amount of Fifty-Three Million and No/100 Dollars (\$53,000,000.00) ('Note A'), and (ii) that certain Promissory Note B dated January __, 2008, executed by Assignor and payable to the order of Assignee in the principal amount of Fifteen Million and No/100 Dollars (\$15,000,000.00) ('Note B') (collectively, Note A and Note B are referred to herein as the 'Note'). The Loan is secured, in part, by a lien on the Property pursuant to that certain Deed of Trust, Security Agreement and Financing Statement dated March 1, 2005, and recorded at Book 2,173 Page 1 and Book 2,186 Page 551 in the Office of the Recorder of Deeds of DeSoto County, Mississippi, as amended by a First Amendment to Deed of Trust, Security Agreement and Financing Statement dated as of even date herewith and recorded contemporaneously herewith (as amended, the 'Mortgage'). The obligations of Assignor under the Loan Agreement, the Note, the Mortgage and the other Loan Documents are referred to herein as the 'Obligations.'"

(ii) All references to the "Loan Documents" shall be deemed to include Note B, the First Modification Agreement and this Amendment;

(iii) All references to the "Maturity Date" shall be deemed to mean "April 1, 2015."

(iv) Any default or Event of Default under Loan B shall constitute a default under the DeSoto County, Mississippi Assignment.

3. The lien of the original DeSoto County, Mississippi Assignment and the covenants and agreements therein, except as herein modified, shall be and remain in full force and effect. Borrower hereby assumes and agrees to be bound by and to perform all of the covenants and agreements contained in the DeSoto County, Mississippi Assignment and the other Loan Documents, and other obligations in the DeSoto County, Mississippi Assignment to be performed by the makers thereof, at the times and in the manner therein specified, except as expressly modified and/or extended herein.

[remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, Borrower has executed and delivered this Amendment as of the day and year acknowledged below, to be effective as of the day and year first above written..

DRURY DEVELOPMENT CORPORATION
a Missouri corporation

By: *Larry W. Hasselfeld*
Larry W. Hasselfeld
Senior Vice President

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 22 day of January, 2008, before me appeared Larry W. Hasselfeld, to me personally known, who, being by me duly sworn did say that he/she is the Senior Vice President of **DRURY DEVELOPMENT CORPORATION**, a Missouri corporation, and acknowledged this instrument to be signed on behalf of said corporation as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid, the day and year first above written.

Cheryl Ann Kern
Printed Name: Cheryl Ann Kern
Notary Public in and for said State
My Commission Expires:

CHERYL ANN KERN Notary Public - Notary Seal STATE OF MISSOURI St. Louis City My Commission Expires: April 28, 2009 Commission #: 05504650
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please affix seal firmly and clearly in this box

[FIRST AMENDMENT TO DESOTO COUNTY, MISSISSIPPI
ASSIGNMENT OF LEASES AND RENTS]

IN WITNESS WHEREOF, Lender has executed and delivered this Amendment as of the day and year acknowledged below, to be effective as of the day and year first above written.

**JACKSON NATIONAL LIFE INSURANCE
COMPANY**, a Michigan Corporation

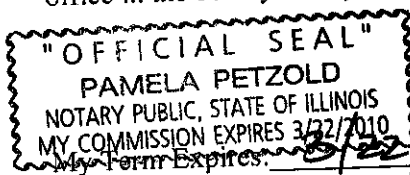
By: PPM Finance, Inc., its authorized agent

By: [Signature]
Name: David M. Zachar
Title: Executive Vice President

STATE OF IL)
COUNTY OF Cook) SS.

On this 18 day of January, 2008, before me, personally appeared David Zachar, to me personally known, who, being duly sworn, did say that he is a Exec. VP of PPM Finance, Inc., authorized agent for Jackson National Life Insurance Company, and that said instrument was signed on behalf of said corporations, by authority of their respective Board of Directors; and said Exec. VP acknowledged said instrument to be the free act and deed of said corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county or city and state aforesaid, the day and year last above written.



[Signature]
Notary Public

[LENDER SIGNATURE PAGE TO FIRST AMENDMENT TO ALR - DESOTO

EXHIBIT A

Lot 1 of the final plat of Drury Subdivision, a subdivision located in Section 36, Township 1 South, Range 8 West, Horn Lake, DeSoto, County, Mississippi, as recorded in Plat Book 71 at page 20 of the land records of DeSoto County, Mississippi. Plus, that Easement as set forth in that Easement and Restriction Agreement between Bob Evans Farms, Inc. and Drury Development Corporation, dated October 16, 2000, filed of record October 23, 2000 at 4:42 p.m. in Book 381 at Page 518 of the records aforesaid.